



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes MNR, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent or utilities, for compensation under the Act and the tenancy agreement, and an order to retain the security deposit in partial satisfaction of the claim. The Landlords had applied for orders of possession, however, the Tenants had vacated the rental unit at the time the application was made and these are no longer required.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on December 2, 2010, and deemed under the Act to be received five days later, the Tenants did not appear. I find the Tenants were duly served in accordance with the Act.

A Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

### Background and Evidence

The tenancy began on July 1, 2009, with the parties entering a written tenancy agreement. The rent was established at \$1,800.00 per month and the Tenants paid a security deposit of \$900.00 on July 1, 2009. The tenancy agreement required the Tenants to pay utilities. There were also provisions in the agreement where the Tenants had to pay a fee for the late payment of rent or utilities and a fee for NSF cheques. Both fees were \$25.00 each.

The Landlords claim the Tenants failed to pay three months rent and did not pay for all the utilities.

In evidence the Landlords supplied three cheques which were returned NSF by the Tenants' financial institution. The Landlord testified that these were rent cheques for December of 2009, and January and February of 2010.

The Landlords also supplied copies of the water and hydro bills which were unpaid by the Tenants.

The Landlords claim \$6,332.13, against the Tenants comprised of \$5,400.00 in unpaid rent, \$144.44 in water bills, \$512.69 in hydro bills, \$75.00 for three NSF cheques, \$75.00 for three late payments of rent, and \$125.00 for five late payments of utilities.

The Tenants provided no evidence.

### Analysis

Based on the undisputed testimony and evidence, and on a balance of probabilities, I find that the Tenants breached the Act and tenancy agreement by failing to pay rent and utilities when due.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$6,307.13** comprised of \$5,400.00 in unpaid rent, \$144.44 in water bills, \$512.69 in hydro bills, \$75.00 for three NSF cheques, \$75.00 for three late payments of rent, and \$100.00 for the fee paid for this application.

The Act does not allow the Landlords to charge a fee for late payment of utilities and therefore, I do not allow \$125.00 of the claim.

I order that the Landlords retain the deposit and interest of **\$900.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$5,407.13**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 06, 2011.

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Residential Tenancy Branch